known to the law has a situs somewhere, and the law of that situs will regulate and control the legal effect of that element." Accordingly, the successive parts of the work are devoted to the discussion of the situs of the person, of status, of personal property, of contracts, of torts and crimes, and of remedies, with an important introductory part setting forth the exceptions to the application of "the proper law." In spite of the stress laid on the idea of situs, no clear definition of it is given. The conception seems to be that the legal situs, which may or may not be the actual situs of a thing or transaction, is that place the law of which governs when a question arises for decision. But what that place is, and what law does govern, still remains the very problem which we must solve, and as we are not brought any nearer to its solution if we call that place situs and the law which governs "the proper law," it is difficult to discover any fundamental principle in the idea of situs. In seeking for an underlying principle, more attention might well be paid to the fact that conflict of laws, as is pointed out by Professor Dicey, deals with the recognition of rights actually acquired, *i. e.* rights which could be enforced by the sovereign of the state where they have their origin. In this view, it would follow that the law governing the acquisition of rights must ordinarily be the territorial law of that jurisdiction within which the rights are asserted to have arisen, and which controlled and could have prevented their arising. This principle of territoriality, if we may call it so, would, of course, be subject to important exceptions where by consent of all sovereigns a different rule has been established, as, for instance, in the case of status and of the inheritance of personalty. Important as these exceptions are, the principle is one which is founded on reason, and is free from the arbitrariness involved in the notion of situs. It would take care of the law as to realty, which the present author is forced to regard as an exception to his theory, and would enable us as to personalty to avoid the unsatisfactory maxim, *mobilia personam sequuntur.*

But difficulties of this kind are only in regard to theory. As an exposition of the law the treatise is very satisfactory. Inaccuracies are comparatively few. It may be noted that in the discussion of the recognition of foreign judgments *in personam*, page 187, no reference is made to the English doctrine (see *Godard* v. *Gray*, L. R. 6 Q. B. 139), which is, it is believed, much sounder than the view of *Hilton* v. *Guyot*, 159 U. S. 113. The arrangement presents the law in clear-cut outlines, and the idea of situs has served admirably as a mode of classification.

H. K.

THE LAW OF SURETYSHIP AND GUARANTY. By Darius H. Pingrey, LL. D. Albany, N. Y.: Matthew Bender. 1901. pp. xvi, 443.

There is certainly room for a book on the subject of suretyship and guaranty that will treat this difficult branch of the law in a scientific and scholarly manner. The nature of the topic and its close connection with the Roman law adapt it peculiarly to a logical exposition. This service, however, Mr. Pingrey has not attempted to render us. His object, as he himself says, is merely to state the principles of law as settled by the weight of authority, without theoretical discussion or comment upon conflicting views. This he has done concisely and clearly, and with such copious references to authorities — over 4000 cases being cited — as to render the book of considerable value to a lawyer in the preparation of

briefs; but the absence of any presentation of the underlying principles prevents its being of much assistance to the student.

The author finds no difficulty in the view generally adopted that where the principal object of a contract is to advance some personal interest of the promisor the contract is not within the Statute of Frauds, though the debt of another is incidentally guaranteed. Yet the soundness of this rule may well be doubted, contradicting as it does the express terms of the statute, as well as giving rise to numerous inconsistencies. Testing the rule by extreme cases, it will be found that the proper remedy is in *quasi*-contract for the benefit that the promisor has received. Moreover, the law on this subject has developed strictly along *quasi*-contractual lines. On the other hand, the text adopts the view which, though believed to be sound, does not represent the weight of authority, that a contract to answer for the default of an infant is within the Statute of Frauds, on the ground that there really is a principal obligation, though a voidable one, but voidable only when the infant sets up the defence, it being personal to him. The opposite view is taken by other text-books: Brandt, Suretyship, § 58, note; De Colyar, Guarantees, 3d ed. 97. Mr. Pingrey falls into the common error of regarding what is in reality an equitable defence as a condition implied in the contract of suretyship; for example, he says that an employer impliedly stipulates with the surety of an employee that he will not retain the latter after a breach of duty justifying a discharge. Obviously, this was no part of the contract between the parties, but is a mere defence allowed the surety by equity on the ground of the manifest injustice of his continuing liable to a creditor who has dealt so unfairly with him.

The book, though apparently the result of considerable industry, does not evidence the thorough investigation or careful thought the task the author attempted requires. The author is further unfortunate in that the errors due to careless or incompetent proof-reading are numerous and important. Some paragraphs are wholly unintelligible; for example, the one on page 291, beginning, "Thus, when a party releases a chattel mortgage," etc. It is rather misleading to find the text saying, page 284, "The *oral* promise to *identify* a person for becoming surety on another's bail bond, according to the *minority* of the courts, is within the Statute of Frauds, and must be *in writing*." We are left to conjecture that identify means indemnify, and minority means majority. The author's style in many places is also not altogether unexceptionable.

F. R. T.

A TREATISE ON COVENANTS WHICH RUN WITH LAND OTHER THAN COVENANTS FOR TITLE. By Henry Upson Sims. Chicago: Callaghan & Co. 1901. pp. xxxi, 287.

Covenants which run with land are an important subject of every-day use in the law of Real Property. Nevertheless, up to the present time, the only text-book devoted entirely to them has been Mr. Rawle's masterly work on Covenants for Title, which, as its name indicates, leaves untouched the large unclassified residue of covenants as to the use of land. In filling this gap Mr. Sims's present work is heartily to be welcomed, for, as Professor Gray says in the preface to his book on The Rule against Perpetuities: "In the present state of legal learning a chief need is for books on special topics, chosen with a view, not to their